GRANT OF ACCESS EASEMENT FOR ACCESS TO WASTEWATER COLLECTION AND TRANSPORTATION PIPELINE(S) AND APPURTENANCES

[Name], a(n) Grantor, does hereby convey and warrant to the Snyderville Basin Water Reclamation District, a local District of the State of Utah, (the District) Grantee, of Summit County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a perpetual right of ingress and egress over, across, and through the premises of the Grantor situated in Summit County, Utah which are more specifically described as follows:

(LEGAL DESCRIPTION OF ACCESS EASEMENT)

This easement is contained within Parcel(s) (Insert Parcel Serial Numbers)

Also granting to the Snyderville Basin Water Reclamation District the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of the Grantee may limit the accessibility of the easement. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement which would interfere with the accessibility of the easement and covenant and agree that no improvement, trees or structures will be constructed over the surface of the easement granted herein, without the express written consent in advance of the Grantee, which would interfere with the right of the Grantee to utilize the easement for access to wastewater facilities.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, while exercising the rights of this easement; the
Grantor’s right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantee’s right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantor. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

WITNESS the hand of said Grantor this _________ day of _____________, 20___.

______ (Grantor’s Name)

By: __________________________________________

Name: _________________________________________

Title: __________________________________________

STATE OF UTAH )
COUNTY OF SUMMIT )

On this _________ day of _____________, 20___, personally appeared before me __________________________, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Grant of Access Easement was signed on behalf of __________________________, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

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Notary Public